

100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
(954) 761-5140
FAX (954) 761-5576

INVITATION TO BID
e-mail: purchase@ci.ftlaud.fl.us

ITB# 212-8418

PAGE 1 OF 25
**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.
ON: DECEMBER 14, 2000**

TITLE: SIMULATOR, POLICE DRIVER TRAINING

PROCUREMENT SPECIALIST: James Hemphill
CONTACT FOR TECHNICAL QUESTIONS: Sgt. Lee Spector

DEPT: Police
Phone No.: (954) 761-5606

Bidder Must Complete the Following:

Vendor Name	Total Bid Discount (section 1.04) _____
Number & Street:	Bids are firm for Acceptance for 90 days (section 1.05) Yes _____ No _____ Other _____
City, State, Zip (+4) (see General Conditions Section 1.01)	
Was this Invitation mailed to the Correct address? Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06) _____
Area Code and Telephone No. () _____ 800 _____	Web site address: http://www
FAX () _____ e-mail:	NO BID: If not submitting a bid, state reason below and return on copy of this form (section 1.07) _____
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions? _____ MBE _____ WBE _____ SBE _____
Payment Terms: (section 1.03) net _____	

How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit via Facsimile. Facsimile bids will not be accepted.

Each bid envelope must be sealed with the following information stated on the **OUTSIDE** of the envelope:

BID No. 212-8418

Title: SIMULATOR, POLICE DRIVER TRAINING

Opens: DECEMBER 14, 2000

Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.

Signature of Authorized Representative

Title (Typed or Printed)

Name of Authorized Representative (typed or printed)

Date:

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. The mailing of one ITB to the vendor, or a bid in return, will not register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.

- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

City of Fort Lauderdale
Invitation To Bid #212-8418
SIMULATOR, POLICE DRIVER TRAINING

TABLE OF CONTENTS

General Conditions	Pg.# 2
PART I Introduction / Information	Pg# 8
PART II ITB Schedule	Pg# 10
PART III Special Conditions	Pg# 11
PART IV Scope Of Services / Technical Specifications	Pg# 15
PART V Requirements of Proposal	Pg# 22
PART VI Price List / Cost Proposal	Pg# 23
QUESTIONNAIRE	Pg# 24
PROPOSAL CHECK LIST	Pg# 25
ATTACHMENTS (if any)	

PART I – INTRODUCTION / INFORMATION**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Contractor, to furnish and install a driver-training SIMULATOR, POLICE DRIVER TRAINING for the City's Police Department, in full accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

02. INFORMATION OR CLARIFICATION

2.1 For information concerning procedures for responding to this ITB, contact the Procurement Specialist, James Hemphill at (954) 761-5143. For information concerning the technical specifications or scope of services, contact Sgt. Lee Spector at (954) 761-5606. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 761-5576 ATTN: James Hemphill, or VIA e-mail to: jameshe@ci.ftlaud.fl.us. Questions of a material nature must be received prior to the cut-off date specified in the ITB Schedule.

Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions contained in this ITB.

02.4. SITE VISIT - It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. INSPECTION OF FACILITIES:

Vendors wishing to inspect facilities where services are to be rendered must make an appointment by contacting Sergeant Lee Spector / Training Unit @ (954) 761-5606 .

04. ELIGIBILITY

To be eligible to respond to this Invitation To Bid the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this ITB.

Proposer must include as a part of the ITB submittal sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the ITB.

05. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Purchasing Manager, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the ITB documents.

06. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

06.1. CERTIFICATION BY BROWARD COUNTY, FLORIDA

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity**. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

07. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

PART II - ITB SCHEDULE

Release ITB	11/21/00
Last Date for Receipt of Questions of a Material Nature	11/30/00
Addendum Release (If required)	12/1/00
PROPOSAL DUE (Prior to 2:00 PM)	12/14/00
City Commission Award of Contract (Estimated)	1/3/00
Final Execution of Contract by City (Estimated)	1/4/00

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

ITB General Conditions Form G-107 Rev. 11/98 (GC) are included and made a part of this ITB as Exhibit "A".

02. VARIANCES

While the City allows Contractors to take variances to the ITB terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

04. ITB DOCUMENTS

The Contractor shall examine this ITB carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

05. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

06. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

07. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

08. AVAILABILITY OF FUNDS

The obligations of the City under this award are subject to the availability of fund lawfully appropriate and budgeted for this project.

09. PRICES:

All prices quoted shall include delivery/handling charges and are predicated on manufacturer's cost with adjustments in price affected at the date of the manufacturer's price change notice. A copy of any price change is to be provided to the City of Fort Lauderdale. If at any time during the contract period the City is able to purchase equivalents to the "as specified" item at a price less than our contract price, the successful proposer shall meet these prices; and in the event of his failure to do so, the City may negotiate for a new contract on the open market. Note: Price adjustments will not be accepted during the first ninety (90) days of the contract.

10. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

11. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

12. CANCELLATION

Order will be subject to immediate cancellation if either/or both product and/or service do not meet The City of Fort Lauderdale performance standards.

13. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

13.1 The Technical Specifications contained in this ITB are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

13.2 The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

13.3 The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the evaluation process.

14. EXTENDED BID PRICES:

14.1 Bidder is requested to indicate if additional quantities of the items may be purchased at a price quoted herein: YES_____ or No_____, through date:_____.

14.2 Will you extend this bid under the same terms, specifications and conditions to other governmental entities? Please state YES_____ or NO_____.
(Optional agreement – not required for bid award)

15. INSPECTION AND TESTING OF MATERIALS:

The materials, patterns, fabricated member and assembled or partially assembled items may be inspected at the factory, or elsewhere, by a representative of the City at any time during the process of manufacture or until final delivery and acceptance, to determine whether or not there is compliance with the requirements of these specifications. Approval prior to the time of final acceptance shall not preclude rejection of delivered items that do not satisfy these specifications.

16. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

18. DEFAULT PROVISIONS

In the event of default by the Proposer, the City reserves the right to procure the item(s) / services proposed from other sources and hold the proposer responsible for excess cost incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

19. INSURANCE

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Fort Lauderdale Risk Manager.

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation for all Contractor employees.
Employer's Liability in the amount of \$100,000

Commercial General Liability Insurance Limits:

Combined single Limit Bodily Injury/Property Damage with minimum limits of \$500,000.

Automobile Liability Insurance

Limits: Bodily Injury - \$250,000 each person
\$500,000 each occurrence
Property Damage \$100,000 each occurrence

The City shall be named as an additional insured for Commercial General Liability, only. All certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

Any questions as to the intent or meaning of any part of the above-required coverage should be directed to Mr. Scott Denham, Risk Manager, at (954) 761-5178.

20. TORT IMMUNITY:

The City of Fort Lauderdale hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the City's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.

21. INDEMNITY/HOLD HARMLESS AGREEMENT

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

22. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

OVERVIEW: The City of Fort Lauderdale Police Department has approximately 500 police officers that require periodic training in the safe operation of their motor vehicles. For this reason, the department desires to purchase a simulator and instructors console that replicates the common driving situations encountered by officers in an urban area. Simulators that do not provide the police situations in the specifications indicated in this proposal will **not** be considered.

EQUIPMENT TO BE FURNISHED:

Equipment: Simulator, I-Sim Model PatrolSim or approved equal –To include Instructors Console

Approximate Dimensions: not to exceed 10' width x 7' height x 6' depth

<u>Acceptable Manufacturers:</u>	<u>Make</u>	<u>Model</u>
	• Isim	PatrolSim
	• FAAC	DTS 1000
	• Doron	AMOS II

PURPOSE

The purposes of a law enforcement driving simulator are as follows:

1. To improve officers' judgment and decision-making skills in both normal and emergency response situations.
2. To improve judgment and decision-making skills of officers and supervisors during pursuit situations. This will include determining when it is appropriate to initiate and/or abandon a pursuit, thereby ensuring officers are able to successfully perform the roles of primary and secondary pursuit units.
3. To maintain appropriate coordination and communication with other officers involved in multiple unit pursuits or emergency driving situations.
4. To practice appropriate safe driving tactics while engaged in emergency driving situations.
5. To experience the consequences, both positive and negative, of the officers' driving behavior.

SPECIFICATIONS:

1. The system should be fully interactive. It should be fully functional and be able to measure reaction skills while in the confined environment of a training situation.
2. The simulator should provide an interactive uniform testing/training program for the trainee and provide immediate printout/display of the results.
3. The simulator should be capable of training both experienced and novice drivers.
4. The simulator should be equipped with components, instrumentation and software that simulate situations realized by trainees when operating actual vehicles such as a police cruiser.
5. All mechanical and electrical parts should be enclosed for safety in operation.

HARDWARE REQUIRED

1. The complete simulator system must accommodate one trainee and one instructor. This system must be upgradeable to accommodate additional simulator pods in the future. One trainee will be in the simulator pod and the instructor will be at an instructor workstation. This workstation must include a situation display showing the view being observed by the trainee.
2. The simulator pod must be able to run independently or, in future system additions, linked so that the drivers in each pod can interact together in a given scenario. For example, one driver may be the primary pursuit unit while the other driver acts as a secondary pursuit unit in the same scenario.
3. The simulator should reproduce, as close as is possible, real police vehicle behavior. Car subsystems should be modeled realistically with over 21 degrees of freedom (DOF). Three dimensional road surface models should be used to derive a realistic feel for the steering, pedal and seat vibration. The tactile response of steering and brake should feel live and real.
4. The simulator should have all of the controls and instrumentation normally found in the driver's area of a police vehicle including, but not limited to the following. An actual vehicle dash/instrument panel is preferred.

Turn signals	Shift lever	Gas pedal
Ignition switch	Lights	Parking brake & release
Brake pedal	Wiper switches	Fuel gauge
Trip meter w/ reset	Fan for drivers	Adjustable seat w/seat belt

Steering wheel equipped w/horn buttons that will function normally under regular driving conditions and change to siren mode when operating in code 3 mode.

Speedometer which, when a scenario is being reviewed, will appear in a digital display.

Interior light in the cab or the capability for one to be added.

HARDWARE REQUIRED (Cont.)

5. The steering wheel should have approximately the same size and angular rotation as a late model vehicle. The steering should accurately simulate the same dynamic performance reaction as the actual vehicle selected from the database. For example, if a Ford Crown Victoria is selected to be the driven vehicle, then the performance and feel of the steering in the simulator driving station should reflect a Crown Victoria.
6. The turn-signal lever should be mounted on the left side of the steering column and include a lane change feature. The ignition switch should be located on the right side of the steering column.
7. The accelerator must be mounted in the same place as in a typical American vehicle and operate in the same manner. It should directly control the vehicle engine model and drive train model to control vehicle speed in the same way that those components control the speed of the real vehicle.
8. The seat should be a standard police seat, bucket type and upholstered with safety belts. The seat should be adjustable to at least 4 inches front to rear to accommodate different size drivers.
9. The simulator must provide images for a center rear view and left and right side mirrors to accommodate training maneuvers. The intent of the rear view images must be realistic.
10. A compass capable of indicating a direction of travel must be in each simulator.
11. The emergency equipment must include a control board for all emergency lights and a switch box for activating the siren for yelp or wail.
12. The simulator's horizontal field of view (FOV) must be easily adjustable to display 150, 180 and greater than 200 degrees quickly and easily from the operators' console. Also, the simulator should be able to pan left or right up to a maximum of 270 degrees. This option should be available in all FOV settings and should be available to the trainee by accessing switches found conveniently on the steering wheel.
13. The simulator should be designed with human-factors criteria to minimize Simulator Adaptation Syndrome (SAS). The visual display system configuration must provide at least 33" of eye relief to minimize eyestrain. The preferred display configuration that will be considered is a three (3) channel display that minimizes display variations in eye focal length.
14. The simulator should be designed around the Intel Pentium processor as a common baseline for future upgrades.

SOFTWARE REQUIREMENTS

1. The simulator should have a diverse and easy to use library of driving environment databases. The scenarios within those environments must provide realistic three-dimensional objects with photo texture for easy identification. A large library of pedestrians (adult, children, stationary and animated), cars (sedans, sport, etc.), trucks (SUV, pickup and commercial), emergency vehicles, buses, animals, buildings, road signs, etc. should be provided.
2. The system should be able to handle a minimum of sixty (60) scenario objects, such as vehicles, animals and pedestrians, in a given scenario for added realism.
3. The images of moving objects should move smoothly without jerky or popping motion. The instructor should be able to select and alter scenario vehicle behavior, including taking control of scenario vehicles at the instructor operation station while the scenario is running.
4. The simulator should have complex, repeatable, well-behaved scenarios that are capable of creating dense traffic conditions. The interaction of additional vehicles must be controllable and alterable, if desired, during any given scenario.
5. The simulator should provide several levels of control for scenario vehicles: 1. Recorded Route, 2. Navigated Route, 3. Autonomous Density, 4. Dynamic Intercept, and 5. Instructor Drive. All vehicle types should be available for the instructor to use in any combination desired to create effective training scenarios. The simulator must provide Windows based scenario-building tools that will allow the instructor to quickly create diverse training scenarios that fully immerse the trainee in the scenario.
6. The simulator software should simulate a crowned road surface to provide high fidelity surface texture. A variety of tire manufacturer's data should be available so those specific tires can be simulated to provide realistic road feel and performance.
7. At a minimum, the simulator software should include scenarios that train and test trainees in these various areas of driving:
 - Basic driving strategies
 - Urban and city driving
 - Suburban and rural driving
 - Highway/interstate driving
 - Changing weather/road conditions (properly corresponding to the weather)
 - Evasive action/reaction skills
 - Proper braking (maximum braking, controlled braking)
 - Proper steering (evasive, over-steer correction, lane change, etc.)
8. The simulator operating system software should be, at the minimum, a Microsoft 32-bit Windows based system. Instructor/Operators Console software tools should be true 32-bit Windows compatible.
9. The simulator must provide scenario building design tools so that the department can create scenarios in-house. These scenarios should be able to be stored on a disk or CD ROM that can be subsequently installed in another compatible system or transferred via modem.

SOFTWARE REQUIREMENTS (Cont.)

10. Multiple vehicle models must be provided in a database from which the instructor can select to be driven by trainees for any given scenario. The following vehicles should be provided as a minimum:
 - Police cruisers (at least two types with one being a Ford Crown Victoria)
 - Emergency service vehicle
 - Fire truck
 - Performance car (e.g. Ford Mustang)
11. It must be possible to program automobile traffic and other elements to create scenarios that can be stored and run at a later time. Additionally, this traffic must appear at particular locations regardless of the speed the simulator vehicle is proceeding. It would be preferable to have the ability to program traffic to interfere with the primary or secondary units.
12. All vehicles must have programmable turn signals and brake lights.
13. It must be possible to change the colors of the cars, the weather conditions (to include rain, snow, fog,) and the time of day (dusk, night, daylight.) If the "streets" are wet, the coefficient of friction must change accordingly.
14. It must be possible to record a student's driving performance for later review and storage on the computer's hard drive or disk. Playback features must include the following dynamics of the student's performance: speed, use of emergency equipment and road position. Playback views should offer several different viewing angles, preferably from the driver's viewpoint, overhead and a helicopter perspective.

SUPPORT

1. The simulator should have a standard one (1) year warranty that includes parts (both hardware and software) and labor costs from the final date of installation.
2. The simulator should be capable of remote diagnosis via modem. Said diagnostic support shall be made available within two working days of the request.
3. Software updates should be provided via modem download with hard media backup such as CD-ROM available if requested
4. While under warranty, the simulator should have telephone-based support available during regular business hours (8-5 PM EST) that is timely and responsive. If telephone based support does not correct the problem, the manufacturer should provide a maintenance service technician within two working days.
5. The contractor should offer an extended warranty via annual renewable contracts that covers parts and labor. It is understood that this continued support/maintenance would be purchased at an additional cost above the initial system purchase price upon expiration of the initial warranty/support.

INSTALLATION AND TRAINING

1. The supplier must provide installation, support and initial training, either directly or through a third party.
2. The supplier must provide training to designated police instructors for a minimum of 5 days at our training site on the operation of the simulator. Off-site training, such as at the manufacturers site, may occur provided that the manufacturer covers all expenses for the instructors, eg: travel expenses, lodging and food. Training shall include familiarization with the various components and controls available on the instructor workstation and simulator pods, as well as the scenario building functions of the system.
3. The supplier must provide an owner's manual written in English which describes the functionality of the unit for both skilled and novice operators.
4. Should the simulator system fail to fulfill the directed goals within the warranted time period as stated within this bid, the manufacturer will either:
 - Update the system to its desired goal,
 - Replace the system with one that does fulfill the goal or
 - Take the system back and refund the City for its total cost.

OPTIONS

1. The simulator should have optional Computer Based Training functionality that can be purchased. The CBT software should be able to be linked with the simulator for interactive coaching or used as a stand-alone computer coaching tool.
2. The simulator system must offer as an option or upgrade Geo-specific or Geo-typical terrain modeled for the local area. Terrain such as specific landmarks, intersections, buildings, etc. should be available for purchase as part of driving environment database.
3. The simulator must accommodate multi-unit networking or linking to other sites for possible inter-agency training in the future.
4. The simulator image generators should be capable of upgrades to accommodate the application of larger driving environments, if the need arises.

DELIVERY AND INSTALLATION: Prices bid herein will include delivery to the City of Fort Lauderdale Police Department, 1300 W. Broward Blvd., Ft. Lauderdale, FL 33312 and the installation and set-up of the equipment as well. The successful bidder, or his authorized representative, will deliver, install and set-up the simulator for proper operation and to the satisfaction of the City of Fort Lauderdale Police Department Training Sergeant.

SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

PART V - REQUIREMENTS OF THE PROPOSAL**ELIGIBILITY**

To be eligible to respond to this ITB, the proposing firm should demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this ITB, to at least one City similar in size and complexity to the City of Fort Lauderdale.

SUBMITTAL REQUIREMENTS

All proposals must be submitted in a sealed package with the ITB number, due and open date, and ITB title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this ITB.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

PART VI PRICE LIST / COST PROPOSAL**BIDDER NAME:** _____

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB.

DESCRIPTION	QUANTITY	COST
A. Simulator, Police Officer Driving, Including Instructor's Console - to include hardware; software; delivery; Installation; On-site training; support and maintenance (at least one year) as per specifications contained in this ITB.	1 EACH	\$_____

State Manufacturer/Model

OPTIONAL COMPONENTS (TO BE USED AT CITY'S DISCRETION)

Optional Computer Based Training Module	1 EACH	\$_____
Optional Geo-specific or Geo-typical terrain	1 EACH	\$_____

What is the warranty offered with this equipment? _____

How long after award will you need to deliver and install the equipment? _____ days.

Please list a minimum of three police agencies for which you have provided similar services in the last three years. Provide the name, address, telephone number, and date service was provided.

QUESTIONNAIRE

Prior Experience:

Number of years experience the proposer has had in providing similar services:

_____years

List below those persons who will have a management or senior artistic position working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

List all clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years:

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits that are concerned directly with the staff or part of your organization proposed for the contract:

b. list all judgments from lawsuits in the last 5 years that are concerned directly with the staff or Part of your organization proposed for the contract.

PROPOSER, PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THIS PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL

BID PROPOSAL CHECK LIST

- _____ ARE ALL SPACES FILLED IN WHERE NEEDED?
- _____ PRICES BID HEREIN INCLUDE DELIVERY AND INSTALLATION AT THE POLICE DEPARTMENT, 1300 W. BROWARD BLVD., FT. LAUDERDALE, FL 33312.
- _____ IF YOU ARE BIDDING AN APPROVED EQUAL, HAVE YOU INCLUDED LITERATURE TO ADEQUATELY DESCRIBE YOUR PRODUCT SO THAT IT MAY BE PROPERLY EVALUATED?
- _____ HAVE YOU INCLUDED THE QUESTIONEERE RESPONSES IN YOUR BID PACKAGE?
- _____ IF YOU DESIRE TO RECEIVE A COPY OF THE COMPLETED BID TABULATION, PLEASE ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH YOUR BID OR VIEW IT AT THE CITY'S WEB SITE www.ci.ftlaud.fl.us.